# **EXHIBIT 10**



Steven B. Abramson, MD Chairman, Department of Medicine Senior Vice President & Vice Dean for Education, Faculty & Academic Affairs

April 3, 2017

Andrew Porges, MD

Redacted

RE: Renewal of Employment Agreement

Dear Dr. Porges:

On behalf of our colleagues at NYU School of Medicine, an administrative division of New York University and a component of NYU Langone Medical Center, an academic medical center comprised of the NYU School of Medicine and NYU Hospitals Center (hereinafter referred to as "NYU", "NYUSOM", "NYU Langone Medical Center", or "NYULMC"), it gives us great pleasure to offer you a renewal of employment.

Your renewed employment with NYU Langone Medical Center will be governed by your offer letter and employment agreement dated August 11, 2014 which was effective November 1, 2014 ("Offer Letter") with the exception of your new administrative leadership role, which is detailed in **Schedule A**.

Your employment continues to be subject to all policies and practices of the School of Medicine and New York University as stated in the New York University Faculty Handbook and other policy documents of the School of Medicine in effect at the time of signing this renewal, and as modified from time to time, as well as all applicable laws, rules and regulations.

Except as otherwise set forth herein, all other terms outlined in your Offer Letter remain in full force and effect.

We are very pleased that you are continuing to be a member of the Faculty of the School of Medicine in the Department of Medicine, Division of Rheumatology,

Sincerely yours,

Jill P Buyon, MD

Director, Division of Rheumatology

<u>4/5/17</u>

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Steven B. Abramson, MD

Senior Vice President and Vice Dean for Education, Faculty and Academic Affairs

Chair, Department of Medicine

F (LL(17)

Andrew W. Brotman, MD

Senior Vice President and Vice Dean

for Clinical Affairs and Strategy

Chief Clinical Officer

4/18/17

Date

Andrew Porges, MD

Date 4/20/17

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#### **SCHEDULE A**

# **Terms of Renewed Employment**

### I. Effective Date and Term

- a. <u>Effective Date</u>: Your employment predates this Agreement; the terms set forth herein will become effective on **November 1, 2017** ("Effective Date").
- b. <u>Term</u>: Your employment under this Agreement shall be for a **three** (3) year period following the Effective Date provided that your performance continues to be satisfactory (as defined in this Agreement) and you meet productivity expectations.
- c. <u>Renewal:</u> Unless this Agreement is explicitly renewed in writing, if you continue to provide services following the expiration of this Agreement, you will become an employee at-will.

#### II. Effort and Compensation

# **Percent of Effort Summary**

MISSION	% EFFORT	COMPENSATION <sup>1</sup>
Clinical	95%	\$323,000
Education Leadership	0%	\$
Research	0%	\$
Administration/Leadership	5%	\$17,000
Clinical Director of Ambulatory		
Rheumatology in Long Island		
TOTAL EFFORT:	100%	\$340.000

Salaries may be adjusted each year, based on merit unless otherwise outlined in this letter, which includes relative productivity and contributions to the Medical Center as reflected in your accomplishments related to research, teaching, and/or clinical activities. Any portion of a salary funded by a Faculty Group Practice are not eligible for annual Medical School increases as these salaries are reviewed separately based on productivity and other measures.

Compensation will be paid to you on the basis of activities which you perform as set forth herein. With respect to each activity, compensation shall be paid

<sup>&</sup>lt;sup>1</sup> The maximum salary (excluding any incentive compensation) on which benefits are based for eligible clinical faculty shall not exceed \$265,000 annually.

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provided that you perform your obligations. In the event you do not perform, or are relieved from performance, of any obligation set forth herein, at NYU's discretion, your compensation may be reduced proportionately.

#### III. Administrative Leadership

- a. You will have administrative leadership responsibilities as **Clinical Director of Ambulatory Rheumatology in Long Island**. This administrative appointment is for an initial **one** (1) year period based on continued satisfactory performance, and continuing thereafter at the discretion of the Department Chair. If you cease to have administrative leadership responsibilities, the portion of your compensation associated with such responsibilities will cease.
- b. As Clinical Director of Ambulatory Rheumatology in Long Island, your responsibilities shall include but are not limited to the following:
  - i. Oversee the activities of NYU Langone Rheumatology Long Island physicians and clinical staff;
  - ii. Oversee the activities related to the delivery of medical care and clinical services such as cost management, utilization review, quality assurance, and medical protocol development;
  - iii. Review and provide feedback on physician productivity;
  - iv. Review and ensure that quality patient care is delivered by all clinicians according to evidence based (EB) guidelines;
  - v. Ensure all safety guidelines and trainings are carried out by the practice;
  - vi. Provide educational opportunities for medical staff;
  - vii. Explore the delivery of new services and disease-oriented programs;
  - viii. Handle confidential information as defined by NYULMC's policies;
  - ix. Participate in program activities as appropriate.